



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Docket No: Q67465

Rinya TAKESUE, et al.

Appln. No.: 09/994,729

Group Art Unit: 1712

Confirmation No.: 8326

Examiner: David J. Buttner

Filed: November 28, 2001

For: **GOLF BALL MATERIAL AND GOLF BALL**

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Sir:

The undersigned, on behalf of the petitioner, BRIDGESTONE SPORTS CO., LTD., represents that the petitioner, BRIDGESTONE SPORTS CO., LTD. is the owner of (1) the entire right, title and interest of U.S. Application No. 09/695,140, filed on October 25, 2000 for GOLF BALL MATERIALS AND GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on October 6, 2000, recorded on October 25, 2000, at Reel 011268, Frame 0272, (2) the entire right, title and interest of U.S. Application No. 09/778,828, filed on February 8, 2001 for MULTI-PIECE GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on January 19, 2001, recorded on February 8, 2001 at Reel 011550, Frame 0179, now issued as U.S. Patent 6,565,455, (3) the entire right, title and interest of U.S. Application No. 09/906,638, filed on July 8, 2001 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on June 20, 2001, recorded on July 18, 2001 at Reel 012010, Frame 0705, (4) the entire right, title and interest of U.S. Application No. 09/906,844, filed on July 18, 2001 for MULTI-PIECE SOLID GOLF BALL by virtue of an Assignment from all of the inventors thereof executed on June 20, 2001, recorded on July 18, 2001 at Reel 012003, Frame 0829, as well as, (5) the entire right, title and interest in the above-captioned U.S. Application No. 09/994,729 by virtue of an Assignment from all of the

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inventors thereof executed on November 8, 2001, recorded on November 28, 2001, at Reel 012330, Frame 0018.

Petitioner hereby certifies that the above-mentioned Assignments have been reviewed and to the best of petitioner's knowledge and belief, title is in petitioner who is seeking to take this action.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/695,140, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/994,729 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/695,140 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/994,729, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/994,729 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/695,140 in the event that any patent issuing from U.S. Application No. 09/695,140 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Petitioner also hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 6,565,455, and hereby agrees that any patent so granted on the above-captioned U.S. Application No.

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09/994,729 shall be enforceable only for and during such period that the legal title to U.S. Patent 6,565,455 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/994,729, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/994,729 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent 6,565,455 in the event that U.S. Patent 6,565,455 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Petitioner hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/906,638, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/994,729 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/906,638 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/994,729, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/994,729 and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/906,638 in the event that any patent issuing from U.S. Application No. 09/906,638 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims

cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Petitioner also hereby disclaims the terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 which would extend beyond the expiration of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/906,844, and hereby agrees that any patent so granted on the above-captioned U.S. Application No. 09/994,729 shall be enforceable only for and during such period that the legal title to any patent issuing from U.S. Application No. 09/906,844 shall be the same as the legal title to said patent issuing from the above-captioned U.S. Application No. 09/994,729, this agreement to run with any patent granted on the above-captioned U.S. Application No. 09/994,729 and to be binding upon the grantee, its successors or assigns.

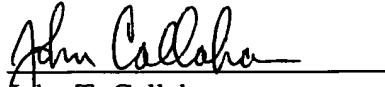
Petitioner does not disclaim any terminal part of any patent granted on the above-captioned U.S. Application No. 09/994,729 prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of any patent issuing from U.S. Application No. 09/906,844 in the event that any patent issuing from U.S. Application No. 09/906,844 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a Reexamination Certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

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The undersigned whose signature and title appear below is empowered to act on behalf of petitioner.

Respectfully submitted,


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WASHINGTON OFFICE
23373
CUSTOMER NUMBER

Date: June 1, 2004



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SUBMISSION OF TERMINAL DISCLAIMER

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P.O. Box 1450
Alexandria, VA 22313-1450
Sir:

Submitted herewith is a Terminal Disclaimer in the above-identified application. A check in the amount of \$110.00 was submitted with the Terminal Disclaimer filed May 14, 2004, which was not signed by the Attorney of record. The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account. A duplicate copy of this Submission is attached.

Respectfully submitted,

John T. Callahan
Registration No. 32,607

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